

INDEPENDENT AGREEMENT

BETWEEN

IAP WORLD SERVICES, INC.

AND THE

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

DISTRICT LODGE #190

For and on behalf of

Peninsula Automotive Machinists, Lodge #1414

Effective: JULY 1, 2005

Expires: JUNE 30, 2010

**MAINTENANCE DEPARTMENT
INDEPENDENT AGREEMENT**

between IAP World Services, Inc. Contract NNA04CB37C, and the
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
AFL-CIO

DISTRICT LODGE #190, Local Lodge #1414

Effective: July 1, 2005

Termination: June 30, 2010

This agreement is made and entered into between Johnson Controls World Services Inc., party of the first part, and hereinafter referred to as "the Employer", and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge #190, Local Lodge #1414, party of the second part hereinafter referred to as "the Union".

GENERAL PURPOSE OF AGREEMENT

The general purpose of this Agreement is to set forth the hours of work, rates of pay and conditions to be observed by the Employer and the Union: and to provide orderly and harmonious procedures between the Employer and the Union. It is the further purpose of the Agreement to prevent interruption of work and to promote the efficient operation of the business.

WITNESSETH:

It is hereby mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND WORK JUSTIFICATION

Section 1. Coverage

This Agreement shall cover the Employers Maintenance Department personnel employed under its contract with the National Aeronautics and Space Administration (NASA) at the Ames Research Center Moffett Field, California, and the provisions of the Service Contract Act of 1965 as amended and coming under the Jurisdiction of the Union as described in the unit of NLRB Case No. 31-RC-474.

Section 2. Recognition and Jurisdiction

The Employer recognizes the Union as the sole bargaining agent for its maintenance employees who are hired under its contract with National Aeronautics and Space Administration, as discussed in Article 1, Section 1.

Section 3. Specifically Excluded Are:

- (a) All employees who are presently represented by collective bargaining agreements with other unions.
- (b) Supervisors, Professional and Technical Personnel, Engineering Personnel, Secretarial, Clerical and Administrative Personnel who do not use tools of the trade, except in acquiring data or a supervisory capacity, and all other employees of a like kind unless they are covered by an amendment to this agreement. It is not intended that the foregoing apply to Lead persons.

Section 4. Union Retains Jurisdiction

The Union and The Employer agree that during the life of this Agreement they will not surrender jurisdiction over any of the employees covered by this Agreement to any other union.

Section 5. Union Representation

(a) **Stewards Provided:** For the purpose of representation, the Union shall be entitled to a reasonable and adequate number of Stewards, who shall restrict their activities to the handling of grievances and benefits within Union business and in this connection shall be allowed a reasonable amount of time for this purpose. One half hour at the end of day shift shall be set aside for the Shop Steward when he/she is available and there is Union business to conduct with an employee. The Union may conduct member meetings on premises during lunch or after normal duty hours. Such meetings must be requested at least 48 hours in advance in writing and approved by the employer.

(b) The Shop Steward or Assistant Shop Steward will be present during all adverse personnel actions whenever the member of the bargaining unit requests that the Steward be present. The Shop Steward will be verbally informed that an adverse personnel action is scheduled and that his/her presence has been requested or his/her presence has been refused by the employee involved. The Employer's disciplinary action form shall indicate whether the presence of a Shop Steward was requested or declined and signed by the individual being disciplined.

(c) **Business Representative to Act for Steward:** Where for any reason a steward has not been designated, Union members may be represented by a Business Representative of the Union who may process a grievance in place of the Steward. The Union shall make every effort to maintain an active Steward with credentials and authority to act as such.

(d) **Access to Establishment:** Business Representative of the Union, for performance of official Union duties, upon application to the offices of the Employer, shall be permitted to enter the premises of the Employer during working hours. The Business Representative shall not unreasonably interfere with the normal work duties of employees or the operation of the plant. Union Business Representative shall be permitted to meet one-on-one with any member of the bargaining agreement at any time. The Business Representative will not be permitted to conduct meetings unless so requested of and authorized by management. Management will only give consideration for such request which it deems a qualified emergency.

(e) **Union May Use Bulletin Board:** The Union will have the privilege of suitable space on bulletin boards, for posting notices of official Union business, provided that copies of such notices are delivered to the Employer, prior to posting for review and approval by management that the contents are not offensive or in the Employer's opinion adverse to the company.

Section 6. Posting of Employer Policy Change

Employer policy changes affecting bargaining unit members shall be posted for five (5) working days on the bulletin board. After five (5) days of posting, policy changes will be in effect. The Union representative will be provided an advance copy of the policy change prior to the posting, and afforded the opportunity to meet and discuss the impact on the unit.

ARTICLE II - UNION SECURITY

Section 1. Hiring of Employees

All employees covered by this Agreement shall become members of the Union. Membership shall be a condition of employment. On the 31st calendar day following the beginning of employment, or the 31st calendar day following the effective date of this Agreement; or the 31st calendar day following the date of the signing of this Agreement, whichever is later, the employee must become a Union member, or pay fees equivalent in amount to Union dues.

Section 2. No Discrimination

The employer and the Union agree to abide by all Federal and State laws prohibiting discrimination against any employee on the basis of race, color, creed, national origin, age, union membership, handicap, or sex.

ARTICLE III - MANAGEMENT SECURITY

Section 1. No Strike - No Lockout

(a) During the life of this Agreement the Union will not cause a strike or production stoppage of any kind, nor will any employee or employees take part in a strike, intentionally slow down the rate of production, or in any manner cause interference with or stoppage of the Employer's work, provided the Employer follows the grievance procedure for which provision is made herein. Likewise, the Employer agrees that there shall be no lockouts during the life of this Agreement provided the Union follows the grievance procedure for which provision is made herein.

(b) In exception to the above, the union shall not observe a picket line set at our place of business that is not an issue regarding the Union/Employer Bargaining Agreement.

Section 2. Employees Considered as Quit

In the event an employee or group of employees violate the provisions of this Article, he/she or they shall be deemed to have quit their employment. If such an employee or group of employees are re-employed by the Employer, any restoration of benefits shall be by mutual agreement with the Union.

Section 3. Falsification of Employment Application

Any individual who makes application for employment with the Employer and who makes false or incorrect statements shall be subject to termination.

Section 4. Management Direction

(a) Union Bargaining Agreement members are employees of the Employer, paid by the Employer, and shall comply with the supervision, directions, and instructions both oral and written, of the Employer's management and supervisory personnel.

(b) Management shall be the sole determinant of an employee's qualifications and level of performance for job classification, assignment, premium pay, and/or promotion.

(c) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in the furtherance thereof, shall only be limited by the specific and express terms of this agreement and then only to the extent such specific and express terms are in conformance with the constitution and laws of the state of California and the laws of the United States.

ARTICLE IV – WAGES

Section 1. Pay Periods

Employees shall be paid weekly, no later than Friday. There shall be no unreasonable delay in the payment of wages on payday.

Section 2. Method of Computing Pay

(a) Employee's pay shall be computed by multiplying the number of hours worked by the applicable rate.

(b) Vacation time paid for, holidays paid for and jury duty paid for shall be computed as time worked.

Section 3. Deductions from Pay

(a) The Employer agrees to deduct Union membership dues and Initiation Fees from the wages of each employee who furnishes the Employer with a written assignment and authorization to deduct such Union membership dues monthly and a one time Initiation Fee from his/her wages and remit such membership dues and Initiation Fees to the Union, IAM Local Lodge #1414, 150 South Boulevard, San Mateo, CA 94402. Such authorization shall continue for the term of this contract unless withdrawn in writing by the employee within ten (10) days immediately preceding the end of any anniversary date of such assignment, with a copy sent to the Union by registered mail. The authorization to deduct Union dues hereunder can also be withdrawn by the employee when he/she is transferred to another classification provided he/she gives written notice to that effect to the Company and a copy thereof to the Union. "Any number of paid hours in a month shall cause the employee to be liable for one month's union dues."

(b) Employees are fiscally responsible for the care and use of Government tools and equipment entrusted to their use and shall be held liable for any loss incurred while in their possession i.e., checked out of the tool crib when such loss is due to employee's negligence. Tools worn out from normal and proper use are excluded from the foregoing.

(c) Except as stipulated in the preceding paragraphs, there shall be no deduction from employee's pay covered by this Agreement except for the replacement of safety shoes, prescription safety glasses, tools and any other items for which the employee has a responsibility and which must be replaced because of loss or mutilation, except as provided for in this Agreement or as required and in the manner prescribed by law, or as mutually agreed to by the Employer and the Union and as authorized in writing by an employee.

Section 4. Pay For Lead

Employees specifically assigned to lead other employees and designated by the Employer in writing as "Lead" shall receive a minimum of ten (10%) above their current rate of pay. The employer reserves the right to appoint and abolish lead positions.

Section 5. Premium Pay

(a) Employees whose performance and/or capabilities exceed the requirements of their basic classification may be awarded a minimum of \$ 1.00 per hour Premium Pay above their basic wage.

(b) Where a special premium is paid, the following shall apply:

(1) Any wage increase in the employee's classification shall not be added as a percentage of their current wage.

(2) The special premium shall be set aside for the purpose of computation of classification wage increases and then shall be added back to the employee's hourly rate.

(c) On a semi-annual basis, the Employer will re-evaluate the award of all Premium Pay being paid in each individual case which may or may not continue to be paid by the Employer.

Section 6. Pay for Temporary Work in a Higher Classification

(a) No employee shall work in a higher-paying classification of work without the prior written approval of the employee's Department Manager.

(b) A temporary assignment may be assigned for whatever duration is appropriate. The Employer reserves the right to make this determination.

(c) Pay during training in a higher classification for possible promotion: Pay rate shall be in existing classification until training for advancement is completed, or sixty (60) working days have passed,

whichever occurs first. After that time, if the individual is qualified he/she shall be promoted to the higher -classification position if an authorized vacancy exists for the position. If the individual is determined by Employer's management not to be qualified he/she will remain in his present classification and shall not be assigned to the position authorizing the higher classification. Associated training required by the company will be reimbursed after satisfactory completion.

(d) When an employee in any of the classifications in the Agreement is temporarily assigned to a higher classification of work, they shall receive pay at the higher rate for actual hours worked.

Section 7. New Work

In the event the Employer introduces new work which the Union believes does not fall within the existing classification, the Employer and the Union shall, upon written request, enter into negotiations for the necessary classifications of work and shall agree on the wage scale applicable thereto. If no agreement is reached, the dispute shall be referred to a Grievance Procedure Committee as provided for in STEP 4 of the Grievance Procedure and/or to Arbitration as provided in STEP 5 of the Grievance Procedure. Pending final settlement of the proper rate for the new work, the work shall be performed at the rate of pay established by the Employer. When a rate is established, it shall become effective on the date the work was first performed in the facility.

Section 8. No Reduction in Pay

No person shall suffer a reduction in his/her hourly rate of pay because of the adoption of this Agreement.

Section 9. Overtime Pay

Overtime will be paid for hours worked in excess of 8 hours worked in a normal duty day and when a member is required to work on a holiday according to the following schedules:

(a) A member scheduled to work regular scheduled hours on a Holiday will be paid double time, regular time plus holiday pay, for the scheduled hours. If a member works in excess of 8 hours on a Holiday all hours in excess of 8 hours will be paid in accordance with paragraph (b).

A member required to work unscheduled hours on a Holiday will be paid double time for all hours worked when the hours worked coincide with the regular hours of the member's regular shift hours. Hours worked on a Holiday that do not coincide with the member's regular shift will be treated under the provisions of Call-Back Pay (Section 11 below).

(b) No employee shall be paid for overtime who has not first worked eight (8) straight time hours in that day except when such overtime is an uninterrupted continuation of overtime work started the previous day and which continues into the next day's regular work shift. The ninth and tenth hour will be paid at the rate of 1 1/2 times the straight time rate. All time continued to be worked thereafter will be paid at the rate of 2 times the straight time rate.

(c) Hours worked on the employees regularly scheduled first day off will be paid at the rate of 1 1/2 times the straight time rate for the first eight (8) hours worked. All time continued to be worked thereafter will be paid at the rate of 2 times the straight time rate.

(d) Hours worked on the employee's regularly scheduled second day off will be paid at the rate of 1 1/2 times the straight time rate unless the employee worked at least eight (8) hours on his/her regularly scheduled first day off. In this event the hours worked will be paid at 2 times the straight time rate

(e) If overtime work from one day extends into the following day's normal shift, it will be considered that the overtime is continuation of the previous day's overtime work, and paid accordingly until the employee is relieved from his/her overtime work by Management. If an employee elects not to finish out the remainder of the regular shift, he/she will not be entitled to pay for the balance of the shift. Management reserves the prerogative to relieve any employee from work.

Section 10. Shift Differential Pay

- (a) An employee assigned to the second shift shall be compensated an additional \$1.60 per hour above his/her present base hourly wage rate for all hours worked on the second shift.
- (b) An employee assigned to the third shift shall be compensated an additional \$2.25 per hour above his/her present base hourly wage rate for all hours worked on the shift.
- (c) Vacation and Sick leave taken by the employee will be paid at the currently assigned shift rate of pay, including shift differential and premium pay as applicable.

Section 11. Call-Back Pay

- (a) Any employee who has left the Employer's premises and who is called back to work after the termination of his regular shift shall receive either four (4) hours work for four (4) hours pay at the overtime rate so long as the employee does not leave sooner of his/her own accord under the conditions described below. The employee must be relieved of work by management.
- (b) When the employee is called back to work, and works less than two hours and is relieved from further work by a supervisor, the employee shall be paid four hours overtime at the rate of 1 1/2 times the hourly rate.

Should the employee, who is called back, work into the third hour and up to a total of four hours or is relieved by a supervisor prior to completing four hours work, the employee shall be paid time and one half for the first two hours and double time for the second two hours, All hours worked by a call back employee as a continuation of work greater than four hours will be paid at the double time rate. If an employee handles a problem over the phone, they will be granted 2 hours at time and one half provided the issue is properly closed with the FMCS desk.

- (c) Should the employee leave from a call back WITHOUT a supervisor's approval, or the employee requests to be excused from further work tasking, and the duration of the time worked is less than four (4) hours, the employee will be paid at the rate of 1 1/2 times the hourly rate for hours worked ONLY.
- (d) An employee called back on a regular work day who did not complete a full 8 hour regular shift because he/she took hours off for sick time will not receive overtime pay until the total hours worked that day exceed 8 hours worked.
- (e) Should an employee be called back again after having left the employer's premises, the subsequent call back will be treated as a new call back and the above provisions will apply.
- (f) Should an employee be called in to work prior to the employee's regular shift and the work continues into the regular shift, the time the employee arrived will be considered as the time his/her shift started. The employee may continue to work until he/she has completed 8 hours, completing a normal 8 hour work day, or may continue to work through to the time his/her normal shift ends.

Overtime hours will be paid for as all hours worked beyond his/her regular 8 hours as a continuation of work as described in Section 9(b).

Section 12. Standby Pay

- (a) Operational necessity to meet contractual obligation requires that individuals in certain positions be available for call-in twenty-four (24) hours a day, seven (7) days a week. These designated individuals shall be required to carry a commercial pager and remain within operation range at all times when they are on Stand-by duty. The designated individuals shall call in to management within fifteen (15) minutes of being paged and shall report to work if requested.

A designated individual who has been paged shall call in to management's on duty representative within 15 minutes of the time paged. If required to report to the site, the individual shall be on site within 45 minutes from the time paged and report in to the on duty management representative.

(b) Standby assignment is not voluntary and those individuals assigned will be assigned on an equitable basis by management. Relief from standby can only be authorized by management.

(c) Employees scheduled for stand-by duty shall receive one additional straight time hour's wage per day of assigned duty not to exceed seven hours straight time wages in a week exclusive of normal straight time and overtime wages.

Should the employee on stand-by duty fail to respond to a page and/or to duty as directed, the employee will not receive the one hour stand-by pay for the day.

Section 13. Paid Time Off and Vacation

Paid Time Off (PTO)

(a) Effective July 1, 2002, each full time employee on the active pay roll will be considered to have accrued eight (8) days of PTO. PTO may be used in one hour increments, and in conjunction with vacation and holidays. Any unused PTO at collective bargaining agreement year-end may be paid to the employee or the employee may carry forward all or a portion of accrued days up to 100 hours and may have no more than 164 PTO hours on the books at any time throughout the duration of this agreement.

(b) Personal Time Off (PTO) will be prorated for new employees hired after the annual PTO drop on July 1, at the rate of 1.2038 per remaining workweek per contract year.

(c) At the time of termination, unused personal leave balance will be paid to the employee.

(d) Existing sick leave hours accumulated by the effective date of this agreement will be placed into the "Old Sick Leave Bank" (OSB). OSB days may be used for employees' own personal illnesses or qualifying Family Medical Leave Act events. The employee must provide medical certification from a physician at the company's request. These accruals will be carried over to successor contracts. Sick leave may be used in one hour increments.

(e) Employees will be paid for OSB hours used at their current pay rate, including shift differential.

Vacation

(a) Qualifying Period: Employees must have completed their probationary period before any vacation hours will be granted. Vacation hours will be accrued (earned) at a weekly rate in accordance with the following schedule:

1) From start of employment until completion of 3 full years of service	1.5384 hrs/wk (Equates to 2 weeks per year)
2) From start of 4 th year of service through the end of 5 full years of service	2.3077 hrs/wk (Equates to 3 weeks per year)
3) From start of 6 th year of service and each year thereafter	3.0769 hrs/wk (Equates to 4 weeks per year)

Scheduling of Vacation: Where it does not interfere with the efficient operation of the Employer's business, the Employer will incorporate with the individual preference of senior employees in scheduling vacations. The Employer reserves the right to deny vacation requests due to operational considerations. Employees shall schedule one (1) week of each years accrual to be used at a specified time as a full week of five consecutive work days. Remaining vacation time may be scheduled in no less than one (1) hour increments at a time, provided the employee notifies management at least 24 hours prior to the day in which the vacation is desired.

When production problems necessitate shutting down the entire Ames Research Center or a part of thereof at one time, the Employer where possible, and as determined by the Employer, will provide work for employees who desire to work and who have not earned a full vacation.

- (b) Accumulation of Vacation: An employee may carry over from each year's vacation accrual no more than 40 hours per year to a maximum accumulation of 200 hours. An employee may also elect to be paid for up to 40 hours of unused vacation at the first pay period in December of each calendar year. An employee will schedule vacation of sufficient length/time to ensure the accumulated vacation hours at the end of a calendar year is not in excess of 200 hours.
- (c) Length of Vacation and Vacation Pay: The length of vacation and the corresponding amount of vacation pay for each employee shall be determined by totaling all hours worked during the preceding years, including the following:
 - (1) Employees who work a full shift shall be credited with (8) hours worked in computing vacation hours. Where they work less than a full shift, they shall be credited only with hours worked.
 - (2) Where SDI or Industrial Compensation payments are made for working days lost due to sickness, non-industrial accident or industrial accident, such days lost shall be considered as days worked for purpose of computing length of vacation and vacation pay up to the following amounts: sickness or non-industrial accident – 65 days (520 hours), industrial accident – 130 working days (1040 hours).
- (d) Advance Personal Leave: On those occasions where by the Employer grants advance Personal Leave or Vacation the Employer reserves the right to recover the overpayment from any pay due and unpaid to the employee.

Section 14. Pay for Jury Duty

Employees who are called for examination for Jury Duty, or serve on Jury Duty by being impaneled in a Jury Box, and actively serving as a juror, shall be paid their straight time pay lost upon furnishing written proof of such service.

Employees will notify management on the next duty day following their receipt of notice of jury duty. Proof of jury duty will be an official record of attendance from the court.

Section 15. Funeral Pay

(a) An employee shall be granted an excused absence for the purpose of attending the funeral of a member of their immediate family, and will be paid their regular straight time rate for up to three (3) regularly scheduled work days. This provision does not apply to probationary employees or if the death occurs during the employee's personal paid leave, or while an employee is on leave of absence.

(b) For the purpose of this section, the term "a member of his/her immediately family" shall be defined as follows: spouse, children, brothers, sisters, parents, mother-in-law, father-in-law, and grandparents.

Section 16. Subordinate Clause

In the event any authorized Governmental agency or court of competent jurisdiction determines that the wages and fringe benefits contained in this Agreement are improper, the Employer shall be obligated to pay only the wages and fringe benefits specified in the appropriate wage determination issued by the Department of Labor. Should the Union appeal said determination, the Employer's obligation will be governed by the terms of the final decision resulting from said appeal.

ARTICLE V – GROUP INSURANCE

Section 1. Employer Participation and Contribution

- a) Group Insurance consists of Health, Life Insurance (\$50,000), Dental, Orthodontia, Drug, Vision Care, and Disability Benefit Plans.

The Employer hereby stipulates and agrees to abide by all the terms and conditions of the Trust Agreement creating Automotive Industries Welfare Fund (AI) as it has or may be modified, altered or amended and all regulations and rules of the Board of Trustees of such Trust.

The employer further agrees to abide by the method of selection of the Trustees of such Trust as specified in said Trust. It is understood and agreed that the health, life (\$50,000), dental, orthodontia, drug, vision care, and disability benefits herein granted to Union members shall be purchased by the Employer and shall provide the benefits set forth in the documents identified as Automotive Industries Health and Welfare Agreements which are attached hereto and made a part of this Agreement.

It is understood and agreed that the Employer shall upon notification by the Board of Trustees of the Union, make necessary adjustments in the premium rates or coverage as determined by the Board of Trustees or the Union. The benefits to be provided and the method of filing claims shall be communicated to the covered Employer and the employees by the Administrative Office of Automotive Industries Welfare Fund.

The Employer shall continue to make contributions for the applicable Welfare Fund coverage if employment is interrupted because of a non-occupational illness or injury recognized as a disability under the plan will be extended for up to six (6) consecutive calendar months provided the employee was eligible under the plan prior to the onset of the disabling illness or injury and the employee is receiving disability insurance (SDI) payments under the California Unemployment Insurance Code. If an employee is receiving disability payments under the Workers' Compensation Laws of the State of California, eligibility under the Plan will be extended for a period up to twelve (12) consecutive calendar months provided the employee was eligible under the plan.

Effective July 1, 2005, the current Employer's Health and Welfare cost is \$736.93 per month per employee. The employer's liability Effective September 1, 2005 and in subsequent years of this agreement, will be increased up to a maximum of eight (8%) percent based on actual verifiable cost over the previous year's cost. Should the cost be greater than 8% in any one year, (September 2005, 2006, 2007, 2008, 2009) the additional cost will be born by the employees in the form of a pre tax weekly payroll deduction.

The Employer agrees to sign the necessary subscribers agreement(s) which are incorporated into this Agreement by reference thereto and further agrees to from time to time sign all or any additional subscribers agreement(s); or other papers necessary to carry out the terms of this Article.

Section 2. Accident and Sickness Plan

- b) Definition of sickness: Any sickness or non-occupational injury which prevents an employee from performing the duties of his regular job with the employer shall be considered as sickness.

The employer agrees to promptly execute a Health and Welfare Agreement (Disability Benefits) in the standard format used by Automotive Industries Welfare Fund ("Welfare Fund") providing, among other things, for the following:

- 1) Plan Type: Plan B
- 2) Benefits: The disability benefits available to eligible employees as determined by the rules of the Welfare Plan.

- 3) Contributions: Employer contributions will be payable at the rates and on the employees as provided in the Health and Welfare Agreement (Disability Benefits) signed by the Employer.

By signing the Health and Welfare Agreement (Disability Benefits), the Employer agrees to be bound by the terms of it, the Welfare Fund's Trust Agreement, and the rules of the Welfare Fund and disability Plan, as all of them may be amended from time to time.

In the case of any inconsistency between the terms of the Health and Welfare Agreement (Disability Benefit) and this collective bargaining agreement, the terms of the Health and Welfare Agreement (Disability Agreement) shall prevail.

ARTICLE VI - PENSION PROGRAM & 401K PLAN

Section 1. IAM National Pension Fund & Thrift Savings Plan

- (a) The Employer shall contribute to the I.A.M. National Fund Benefit Plan C for each straight time hour worked or credited to the employee, not to exceed forty (40) straight time hours per week at the following rates:

10/01/05	\$1.85
10/01/06	\$1.95
10/01/07	\$2.05
10/01/08	\$2.15
01/01/09	\$2.25
07/01/09	\$2.35
01/01/10	\$2.50

- (b) The Employer shall continue contributions based on a forth (40) hour work week while an employee is off work due to paid vacations or paid holidays except that the Employer and the Union have agreed to exclude contributions for:

- (1) Jury Pay
- (2) Pay for apprentice school time which is outside the Employer's regular working hours.

- (c) Contributions for new employees are payable upon the employee's completion of the first day of employment.

Section 2. Thrift Savings Plan

- (a) The Employer will make payroll deductions to the Employer's Module L of the Retirement Savings Plan for each straight time hour worked or credited to the employee, not to exceed forty (40) straight time hours per week at the following rates:

10/01/05	\$1.00
10/01/06	\$1.05
10/01/07	\$1.10
10/01/08	\$1.15
01/01/09	\$1.20
07/01/09	\$1.25
01/01/10	\$1.30

- (b) The employer shall continue contributions based on a forth (40) hour work week while an employee is off work due to paid vacations or paid holidays, except that the Employer and Union have agreed to exclude contributions for:

- (1) Jury Pay
- (2) Pay for apprentice school time which is outside the Employer's regular working hours.

- (c) Contributions for new employees are payable upon the employee's completion of the first day of employment.
- (d) Said contributions will be made on a quarterly basis.

ARTICLE VII - HOURS & SHIFTS

Section 1. Standard Straight Time Hours of Work

- 1) Eight (8) hours shall constitute a day's work. There will be one-half (1/2) hour unpaid lunch period and two (2) paid fifteen (15) minute breaks occurring as close to the mid point of each four (4) hour work period before and after the lunch break.
- 2) The Employer may establish weekly shifts of four (4) consecutive days at ten (10) hours per day either Monday through Thursday or Tuesday through Friday. Pay for those 10 hour days will be at the straight time hourly rate. As prescribed by California's Overtime Law, candidates selected by the company to work a four day, 10 hour/day workweek, will be given the opportunity to vote for this shift by secret ballot, which requires a two-thirds vote to implement.
 - a) Any hours worked in excess of ten (10) hours per day or forty (40) hours per week will be paid at the rate of time and one half (1 ½). Any work performed in excess of twelve (12) hours per day or forty-eight (48) hours per week shall be paid at double (2X) time.
 - b) Employees scheduled to work regular scheduled hours on a holiday will be paid double time, regular ten(10) hours plus holiday pay at (10) hours, for the scheduled hours. If employee(s) works in excess of ten (10) hours on a Holiday, all hours in excess of ten (10) will be paid in accordance with paragraph 2 (a) of this Article.
- 3) In exception to the above and at the request of either party, the Employer and the Union shall meet and confer on an addendum covering a work week or work hours that may be required by special conditions on the Employer's Contract and also, by mutual agreement between the Union and the Employer, special hours of work may be established for an individual employee.

Section 2. Multiple Shifts

- (a) When necessary for Employer to meet contractual obligations, more than one shift may be necessary.
- (b) Each shift shall consist of eight and one-half (8 1/2) hours including an unpaid one-half (1/2) hour lunch break. The overlap in time is for shift-changeover coordination conference.
- (c) Assignment of employees to shifts shall first be made on the basis of volunteers by seniority if they qualify for the job requirements. If there are insufficient volunteers, the Employer shall have the right to assign employees to shifts using qualifications and seniority as the criteria. Assignments shall be in the reverse order of seniority to fill the shift vacancies. The Employer shall be the sole determinant of whether an individual has the requisite qualifications for the assignment.

Section 3. Overtime

- (a) Depending upon the needs of the government, overtime work will be known and scheduled as far in advance as possible. Supervisors shall seek qualified volunteers starting with the most senior and working toward the most junior until there is a volunteer. If there is no volunteer, the Supervisor will select the personnel to be scheduled for overtime work starting with the individual with the least seniority and working up toward the individual with the most seniority until all task staffing requirements have been met. All qualified employees will be considered for available scheduled overtime.
- (b) Because the Employer must meet contractual obligations to the government, overtime is mandatory for the (employees) selected.

Section 4. Holidays

(a) Recognized Holidays:

- (1) There shall be eleven (11) paid holidays in each contract year: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and Employee's Birthday.
- (2) Additional holidays granted by the Government and pre-approved for reimbursement by the contracting officer during the term of this Agreement, will also be granted to the employees.

(b) Qualification Requirements:

- (1) The employee must be in the employ of the Employer for twenty-one (21) days worked preceding the day on which the holiday is observed.
- (2) The employee worked the regularly scheduled work day prior to and the regularly scheduled work day following the holiday. If the employee received pay for the time worked anytime during that preceding two (2) weeks prior to the date in which the holiday is observed, she/he will receive pay notwithstanding absence on the work day following the holiday, where such absence was due to:
 - a. Industrial Accident;
 - b. Bonafide illness documented by a physician's certificate;
 - c. A temporary lay-off which extends ten (10) working days or less after the day on which the holiday occurred; or
 - d. Absence approved by the Employer to include scheduled vacation.

(c) The employees covered by this contract shall observe holidays that occur on the employee's first regularly scheduled day off as management determines the day in which the company shall observe a contractual holiday. In general Holidays occurring on Saturdays will be observed on the preceding Friday; and holidays occurring on Sundays will be observed on the following Mondays.

(d) Holiday During Vacation: When one of the paid holidays occurs within an employee's vacation period, he may take it immediately before, immediately after, within his/her vacation in lieu of a day of vacation, or following, his/her vacation and he/she shall receive holiday pay as provided in this Section. The exceptions in Section 4 (b) (2) above, of this Article, shall also apply to this Section.

Section 5. Leave of Absence

(a) Employees who request leave of absence shall submit documented verifiable information acceptable to the Employer before leave of absence is authorized. Except in the case of an employee being called to active duty in the military, any employee requesting a leave of absence to care for their own health condition will not be required to use accrued vacation time during that period of absence. However, any paid time off (PTO) will be used during the absence, as required before granting unpaid leave.

(b) In all cases where leaves of absence are granted by the Employer to employees covered by this Agreement, the Union shall be notified in writing of the name of the employees, the effective date and termination date of the leave of absence. In the event a leave of absence is extended, such extension shall be made in writing to the employee with a copy to the Union. Any employee who does not return or overstay a leave of absence, will be considered to have quit his employment, and if rehired, shall be considered a new employee.

(c) Provided it will not interfere with the efficient operation of the Employer, upon written request of the Union, the Employer shall grant a leave of absence to an employee for official Union business and such leave shall not to exceed six (6) months.

ARTICLE VIII - JOB CLASSIFICATIONS

Section 1. Management Prerogative

(a) The selection for Job Classifications and determination of the qualifications of any employee therefore shall be solely at the discretion of the Employer's management.

(b) Work Assignment flexibility: the Employer reserves the right to assign employees to any task due to operational necessity and not affecting the employee's safety to reduce need for lay-offs when possible.

Section 2. Apprenticeship Program

(a) At a later date, the union will offer an employee initiated apprenticeship program for consideration by the company.

Section 3. Job Skill Classification and Pay Rates

The Employer's Contract with NASA specifies providing a Level of Effort (LOE) of job skills necessary to successfully complete the Employers mission at Ames Research Center. For the purpose of this agreement the following job classifications and wage rates are in effect. Changes to the list will be mutually agreed upon by the Employer and the Union providing that the classification does not fit the exclusions cited in Article 1, Section 3.

WAGE SCHEDULE

	10/1/2005	10/1/2006	10/1/2007	10/1/2008	1/1/2009	7/1/2009	1/1/2009
Technician, HVAC	32.90	33.90	34.90	35.90	36.40	36.90	37.40
Mechanic, HVAC	29.00	30.00	31.00	32.00	32.50	33.00	33.50
Electrician, FAC	29.00	30.00	31.00	32.00	32.50	33.00	33.50
Electrician, HV	32.50	33.50	34.50	35.50	36.00	36.50	37.00
Technician, Alarm I	29.15	30.15	31.15	32.15	32.65	33.15	33.65
Technician, Alarm II	33.25	34.25	35.25	36.25	36.75	37.25	37.75
Technician, FMCS I	32.05	33.05	34.05	35.05	35.55	36.05	36.55
Technician, FMCS II	33.25	34.25	35.25	36.25	36.75	37.25	37.75
Technician, RCM	31.60	32.60	33.60	34.60	35.10	35.60	36.10
Master Controls Specialist	37.98	38.98	39.98	40.98	41.48	41.98	42.48
Painter	29.00	30.00	31.00	32.00	32.50	33.00	33.50
Plumber	29.00	30.00	31.00	32.00	32.50	33.00	33.50
Plumber/Fire Sprinkler Tech	30.00	31.00	32.00	33.00	33.50	34.00	34.50
Carpenter	29.00	30.00	31.00	32.00	32.50	33.00	33.50
Haz. Mat. Specialist	29.25	30.25	31.25	32.25	32.75	33.25	33.75
Logistics Specialist	25.45	26.45	27.45	28.45	28.95	29.45	29.95
Tech., General Engine	29.00	30.00	31.00	32.00	32.50	33.00	33.50
Mechanic	29.00	30.00	31.00	32.00	32.50	33.00	33.50
Boiler Plant Operator	31.30	32.30	33.30	34.30	34.80	35.30	35.80
BMST Technician	29.25	30.25	31.25	32.25	32.75	33.25	33.75
Roofer	27.40	28.40	29.40	30.40	30.90	31.40	31.90
Crane Operator	36.00	37.00	38.00	39.00	39.50	40.00	40.50
Heavy Equipment Operator	30.50	31.50	32.50	33.50	34.00	34.50	35.00
Electrician, R&S	30.00	31.00	32.00	33.00	33.50	34.00	34.50

Section 4. Davis-Bacon Work

The Company agrees that when work is done under the Davis-Bacon (DB) Act, Employees will be paid at the appropriate DB wage rates allowed by the NASA Ames Facilities Maintenance Contract.

Section 5. DUCT Team

The employer will compensate members of the Damage Utility Control Team (DUCT) an additional \$1.00 per hour above his/her present base hourly wage rate for actual hours worked when participating in NASA mandated bi-annual training events and when the team is activated by the EOC for actual emergency responses.

ARTICLE IX - SENIORITY RULES

Section 1. Seniority Rules

(a) In the absence of written seniority rules agreed to by the Employer and the Union the following provisions shall apply.

(b) An employee shall not attain seniority until he/she has completed a probationary period of ninety (90) days worked in the employ of the Employer, after which time his/her seniority shall be from his/her date of hire.

(c) An Employee's seniority is defined as his/her length of continuous service with the Employer in the job classification provided for in his Agreement. It shall be applied as follows with the following exception. The employer may elect to layoff employees that have not demonstrated through their most recent Performance Appraisal that they have performed at the minimum acceptable level without regard to the employee's Seniority dates. The minimum acceptable level of performance is defined as a composite overall performance rating actual score of 3.0 which is defined as the expected level of performance. Any employee with a performance evaluation rate of less than 3.0 shall be subject to layoff in any class in which a layoff occurs. Because the performance is deemed to be below the minimum accepted level of performance that employee is excluded from invoking any bumping rights in any other skill classification. The employee has the right to grieve an evaluation under the grievance procedure. Layoff cannot be implemented until the grievance has been resolved.

- (1) In the event the Employer deems it necessary to reduce the working force in any of the classifications, the employee with least seniority in that classification shall be the first employee laid off. It is provided, however, that if such employee has worked with the Employer in a lower classification he/she may, at his/her option, in lieu of lay off, exercise total seniority in said lower job classification plus any seniority accumulated in the higher classification for the purpose of bumping the employee with the least seniority in the lower classification and shall accept the pay rate for the lower job classification, as determined by the Employer.
- (2) In rehiring and recalling, the reverse of the above procedure shall be used. If any employee has not exercised his/her option for a lesser position the eligibility of his/her recall to work will be limited to the position from which he/she was laid off.
- (3) An employee so reduced in job classification due to curtailment of employment shall have the first opportunity to resume his/her higher classification when his/her former job is available in line with his/her seniority.
- (4) Employees who exercise their option to bump an employee in a lateral or lower classification because of seniority must be willing, competent, and qualified to perform the work remaining to be done in the classification to which they are assigned.

(d) Employees with the same date of hire:

- (1) In the event that two or more employees are hired into the same Classification on the same day, seniority shall be determined by the last four digits of the Social Security Account Numbers of the individuals with the individual having the lowest number being determined by presumption to have the highest seniority.
- (2) In the event that a lay-off is required, and current project staffing needs do not require a continuity of effort by the individuals assigned to that project, lay-off of the individual or individuals identified in the conditions set forth in paragraph (1) above will be determined by that seniority.

(e) Where there are special conditions or complications due to special multiple job titles and addenda, it is the intent that the Union and the Employer involved will thoroughly and completely arrive at a mutually acceptable solution covering these special conditions.

(f) For reasons other than requirements of the job, the Employer may retain an employee without regard to seniority by special agreement with the Union prior to lay off. The Employer reserves the right to retain a minimum of 10% or not less than one, whichever is greater, of the affected classification.

(g) Shop Stewards or Acting Shop Stewards shall have top seniority while acting in the capacity of Shop Stewards.

Section 2. Loss of Seniority

Continuous service shall be broken and recall rights forfeited by:

(a) Failure to notify the Employer and the Union of intent to return to work within two (2) working days after the date recall notification is sent the Employee's last address on record with the Employer and failure to report for work within five (5) working days after the date recall notification is sent to the employee's last address on record with the Employer (a copy of the recall notification shall be sent to the Union at the same time it is sent to the Employee).

(b) Absence from work for a period equal to an employee's length of continuous service, not to exceed 36 months.

(c) Voluntary quit.

(d) Discharge for cause.

(e) Any employee whose total absence for accumulated medical leave amounts to a period of time in excess of the employee's seniority recall rights, shall lose seniority provided that such seniority right may be extended by mutual agreement shall restore full medical leave rights equal to the employee's seniority.

Section 3. Notice to Lay Off

(a) The Union and the Shop Steward shall be notified as far in advance as possible, but in no event less than three work days prior to any lay-off.

(b) On the date that employees are laid off or terminated, the Union shall be notified in writing of the names and job classifications of all employees laid off or terminated and the date such lay-off or termination occur.

Section 4. Retrenchment in Operations

The Employer agrees to cooperate in every way possible to retain regular working forces. When business conditions at Ames Research Center necessitate, the Employer agrees to make every effort to

distribute the work by rotation of employees or reduction of the standard work week in lieu of a reduction of the working force, provided such changes are consistent with efficient operation of the business. Prior to any retrenchment, the Employer shall give the representatives of the Union an opportunity to meet with them and discuss any proposed retrenchment, but the final determination of the retrenchment program shall be with the Employer.

Section 5. Information Furnished the Union

Within ninety (90) days subsequent to the signing of this Agreement, the Employer shall furnish Union with a seniority list covering all employees within the bargaining unit listing their names, classifications, and status, (Active, Leave of Absence, Layoff, Etc.).

Section 6. Promotions Outside the Bargaining Unit

Any employee transferred or promoted to a position outside the bargaining unit shall be credited for seniority at the time of his promotion out of the bargaining unit, such credit to remain in effect for a period not to exceed two (2) years. However, the employee shall not accrue seniority credit while outside the bargaining unit.

ARTICLE X - GRIEVANCES

Section 1. Grievance Defined

(a) A grievance is defined as a condition that exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute by an employee or employees, the Steward or Stewards or the Union concerning rates of pay, hours or working conditions set forth herein, or the interpretation or application of this Agreement.

(b) All grievances shall be processed in accordance with the following procedures and must state on the Grievance the Article, Section, and Paragraph of this Bargaining Agreement which is the basis of the grievance. Any grievance without the foregoing citation shall not be considered a bona-fide grievance.

Section 2. Grievance Procedures

(a) Step 1. Oral Procedure - No matter shall be considered a grievance until it is first taken up orally by the employee and/or Shop Steward with the immediate Supervisor within three (3) working days of the alleged occurrence or discovery thereof, who will attempt to settle the matter. If the alleged grievance is not settled, it shall be reduced to writing and processed directly into Step 2, at which time is considered an official grievance and subject to the time limits set forth herein.

(b) Step 2. Steward And Supervisor - (Written Grievance) The Shop Steward shall take up the grievance with the supervisor who will attempt to adjust the grievance and the Employer will render a decision in writing within two (2) working days from the time of its presentation to him. When an unsatisfactory answer is received, the grievance may be referred to Step 3 in writing. If the grievance is unanswered at the expiration of two (2) working days, the grievance will automatically be referred to STEP 3.

(c) Step 3. Business Representative And Management - The Business Representative or authorized Union representative (not a Shop Steward) and an authorized representative of the Employer, or the Employer's representative authorized to handle such matters, shall meet within five (5) working days. The Employer shall render an answer in writing within five (5) working days after such meeting. When an unsatisfactory answer is received, or if the grievance is unanswered within the above time limit, the grievance will go directly to a Grievance Review Committee as set forth in Step 4 or by mutual agreement between the parties to arbitration as set forth in Step 5.

(d) Step 4. Grievance Review Committee

(1) There shall be a committee known as the Grievance Review Committee, composed of two (2) Employer representatives and two (2) Union Representatives. It is understood that no Union representative or Employer representative shall have been direct or indirect participants in previous steps.

(2) The Employer shall designate an Interim Chairman of the Committee until the Grievance Review Committee is formed and they elect one of their own.

(3) The Committee shall meet at a place and time designated by the Interim Chairman of the committee to hear cases referred to it in the order received.

(4) The Grievance Review Committee shall review the cases presented to it, investigate the circumstances and facts, hear testimony and question witnesses. The decision of the majority of the Grievance Review Committee shall be final and binding on the Employer and the Union, such decision shall be within the scope and terms of this Agreement but shall not add to, subtract from, alter or change the scope and terms. The decision shall be rendered in writing within ten (10) days from the time of presentation to the Grievance Review Committee and shall specify the effective date of the decision.

(5) In the event the Grievance Review Committee cannot reach a majority decision or fails to render a written decision within the above set time limit, the grievance may appeal to Step 5, Arbitration. Such appeal shall be made in writing within five (5) working days.

(e) Step 5. Arbitration

(1) Organization of Arbitration Committee - Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, one member representing the Employer and one member representing the Union shall be named to the Arbitration Committee. They shall meet within three (3) working days to choose an Impartial Chairman of the Arbitration Committee and to arrange for the time and place for the arbitration to take place within the following seven (7) working day period.

(2) Selecting an Impartial Chairman - In the event that agreement cannot be reached on an Impartial Chairman within the three (3) working day limit set forth in paragraph (e) (1) above, the United States Conciliation Service shall be requested to submit a panel of five (5) established arbitrators from the States of Washington, Oregon and California. Both the Employer and the Union shall have the right to strike two (2) names from the panel submitted by the U.S. Conciliation Service. The remaining name on the panel shall automatically become Impartial Chairman of the Arbitration Committee. This selection of the Impartial Chairman shall be made within six (6) days after the Employer and the Union members of the Arbitration Committee cannot reach agreement on an Impartial Chairman. The selection of an Impartial Chairman so made will be equally effective as if made directly by the parties hereto.

(3) Decision is Binding - The decision of the majority of the Arbitration Committee shall be final and binding on the Employer and the Union. Such decision shall be within the scope and terms of this Agreement but shall not add to, subtract from, alter or change the scope and terms. The decision shall be rendered in writing within ten (10) days from the time of presentation to the Arbitration Committee and shall specify the effective date of the decision.

Section 3. General Rules

(a) The expenses authorized and incurred by the Arbitration Committee shall be borne equally by both the parties.

(b) Time limits may be extended by mutual agreement.

(c) In the event the Union, as such, and not a Union member as an individual, has a grievance. the grievance shall be processed directly into Step 3.

(d) Any grievance shall be considered settled unless it is referred in writing to the next succeeding step within five (5) working days from the date a written decision is given on the grievance.

(e) Grievances regarding alleged improper discharge or layoff must be filed within three (3) working days after such discharge or layoff.

(f) Other grievances shall be without effect and void unless presented in writing to the lowest applicable step with three (3) days from the date the employee, employees or the Union first acquire, or by ordinary observation should have acquired, knowledge of the fact or facts upon which the grievance is based. Retroactive pay shall be limited to a maximum of thirty (30) working days except that in cases of willful violation of the Agreement the Arbitrator may waive the thirty (30) working day limitation on retroactivity.

ARTICLE XI - WORKING CONDITIONS

Section 1. Industrial Accidents

(a) When an Employee is injured so seriously as to require that he/she be excused from work by an authorized representative of management, he/she shall be paid for the balance of the shift on which the industrial injury occurred provided said employee reports to the Employer's designated physician in accordance with the requirements contained in the California Labor Code, Section 4600.

(b) When, after the employee returns to work, there is a bona fide recurrence of the injury on the job and an authorized representative of management, acting on the recommendation of the Employer's designated physician, excuses the employee from work, he shall be paid for the balance of the shift.

(c) Employees who are working after having a compensable injury Or illness and who are required to take a time off during a regular working day to receive medical treatment for such compensable injury or illness shall be paid their regular hourly rate of pay for such time off providing a physician's written authorization is submitted to the Employer, for each absence, for verification upon employee's return to work.

Section 2. Safety Rules

(a) In the interest of maintaining high standards of safety, and to minimize industrial accidents and illness, the following is agreed:

- (1) The employer will comply with all State and Federal safety sanitary laws. Suitable washrooms and lockers shall be maintained and kept in clean and sanitary condition.
- (2) Adequate safety devices shall be provided by the Employer, and when such devices are furnished, it shall be mandatory for employees to use them.
- (3) No employee shall be discharged or disciplined for refusing to work on a job if his/her refusal is based upon the claim that said job is not safe, or might unduly endanger his/her health, until it has been determined by the Employer's Safety Department at Ames Research Center that the job is, or has been made safe or will not unduly endanger his health.
- (4) The Employer shall provide standard safety frames and non-prescription lenses, and it is mandatory that the employee wear them provided that the condition of his/her eyes is such that he/she does not require prescription glasses.
- (5) Where an employee requires prescription glasses, he/she shall provide the prescription and the Employer will pay up to \$100 toward the cost of the standard safety frames and the safety lenses ground to his/her prescription as needed once every two years. The Employer will not provide prescription safety sunglasses. The full cost of replacement of frames and lenses due to work accidents shall be borne by the Employer. The full cost of prescription safety glasses lost or damaged through the neglect of the Employee shall be borne by the Employee.

- (b) Employees who operate cranes shall be fully instructed in the safe operation of the equipment.
- (c) Heat and ventilation shall be provided where practical.
- (d) Employees required to perform welding, brazing, or torch cutting shall furnish colored glasses for welder's hoods and goggles by the Employer.
- (e) The Employer and bargaining agreement members shall comply with OSHA Safety Laws 2206 General Industry and 2207 Construction current editions
- (f) Employees shall not be responsible for electronic equipment damaged due to operation of employee assigned equipment, except where posted.

Section 3. Uniforms

Union members are required to wear Employer provided and identifying uniforms throughout their work shifts.

Section 4. Rain Gear

The Employer will provide a set (jacket and pants) of rain wear for each employee's use on the job during inclement weather. Employees will receipt for the rain wear and will replace lost or mutilated items at the employee's expense. If an employee terminates employment with the Employer, the rain gear shall be returned to the Employer.

Section 5. Medical Examinations

- (a) At any time following the hiring of an employee, the Employer may require the employees to take a physical examination. The cost of such medical examination shall be paid by the Employer. The intention here is to avoid having employees on jobs which might jeopardize their health or the safety and health of others. Should the medical examination disclose such conditions, the Employer will make every effort to assign an employee to other work in his/her classification and within his/her capability.
- (b) When a concern arises in the course of the pre-placement exam which has need for medical treatment, the physician of record will review the circumstances with the individual.

Section 6. Drug and Alcohol Abuse

The Union and the Employer mutually agree that it is to the best interest of both parties to have an effective drug and alcohol policy and program in place. The guidelines for this program will be the Employer's Corporate Policy, Drug & Alcohol Control. This program will provide a safe drug and alcohol free workplace and safe environment for employees, while protecting individual rights. The program will be operated as required under Article 1, Union Recognition and Work Jurisdiction, Section 6 Posting of Policy Changes for all successive revisions in the program.

ARTICLE XII- TOOL PROTECTION & INSURANCE

- (a) Employees shall provide their own hand tools as included on the Tool List for their job classification. Tools shall be maintained in good condition and replaced by employee if defective or worn out. Tool inventory and safety condition of tools shall be checked periodically by Employer's management. If employee tools are found to be in a defective state, the employee will be required to not use that defective tool(s) and replace it/them with a new one at the employee's own expense.
- (b) Personal tool protection will be provided against theft due to unlawful and/or forced entry to the Employer designated tool storage area(s) during the time between the end of one (1) shift and the start of the next shift providing the employee provides at his/her own expense a secure locking device for their tool container and chain or otherwise secure the tool container to a not readily movable object. Tool

replacement Insurance provided by the Employer will replace tools stolen by 100% providing a complete inventory of personal tools stored is submitted to and verified by the Employer prior to any such loss.

(c) An Employer representative shall meet with a Union representative and Shop Steward to determine suitable tools storage sites and reach a mutual agreement on suitable tool storage area(s).

ARTICLE XIII - DURATION OF AGREEMENT

(a) This Agreement shall remain in full force and in effect until June 30, 2010, or as discussed in Article 1, Section I of this Agreement, and from year to year thereafter unless either party serves written notice of his desire to amend, modify or terminate this Agreement sixty (60) days prior to the Anniversary date.

(b) In the event either party gives written notice of his desire to amend or modify this Agreement, the parties shall meet not later than forty-five (45) days prior to the anniversary date for the purpose of negotiating the desired amendments or modifications.

(c) This Agreement; when signed shall supersede and replace all prior agreements between the Employer and the Union, and such agreements are hereby declared null and void.

DATED: _____

FOR THE EMPLOYER:

IAP World Services, Inc.

Gilbert L. Patton

Stanley G. Nalley

Timothy D. Munk

Jodi B. Green

FOR THE UNION:

Machinists Automotive Trades
DISTRICT LODGE NO 190, LL 1414

Manny E. Francis, Jr.

Danny V. Mendolla

Paul M. Souza